

**UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE AEROSONIC CORPORATION	X	
	:	
SECURITIES LITIGATION	:	C.A. NO. 8:03-CV-2373-T-24 TBM
	X	

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

**If you bought Aerosonic Corporation Common Stock
between November 13, 1998 and September 24, 2003 (inclusive),
you could get a payment from a class action settlement.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The settlement will provide \$5.35 million in cash, plus interest, to pay claims from investors who bought Aerosonic Corporation (“Aerosonic” or the “Company”) common stock between November 13, 1998 and September 24, 2003 (inclusive). The settlement represents an average recovery of \$1.36 per share (for the approximately 3.92 million outstanding shares available for purchase). This is only an average, and this estimate is before deduction of any Court approved fees and expenses. See Question 8 below for a more detailed explanation.
- Attorneys for the Lead Plaintiffs intend to ask the Court to award them fees up to 25% of the settlement, and reimbursement of litigation expenses estimated not to exceed \$48,000 and to award the Lead Plaintiffs a reimbursement of costs and expenses not to exceed \$7,500. In addition, the Court has authorized that up to \$100,000 of the Settlement proceeds may be used for the costs of issuing notice and administration of the settlement. Collectively, the fees and expenses are estimated to average of \$0.38 per share. If approved by the Court, these amounts will be paid from the Settlement Fund. Therefore, the approximate recovery, after deduction of attorneys fees and expenses approved by the Court, is an average \$0.98 per share. The calculated gross recovery is estimated to be \$0.31 for each dollar of losses, and a net recovery of \$0.22 for each dollar of losses, after deducting estimated fees and costs. These are estimates. Your actual recovery, if any, may vary depending on your purchase price and sales price and the number of Proof of Claim forms that are filed. See Question 8 below for a more detailed explanation.
- The settlement resolves a lawsuit (the “Aerosonic Securities Class Action”) concerning whether Aerosonic, four of its former officers and directors, and its former auditor PricewaterhouseCoopers LLP (“Pricewaterhouse Coopers”) misled investors about the Company’s publicly reported financial results, operations and condition. Defendants deny the allegations in the Aerosonic Securities Class Action. The parties disagree on the liability and damage issues. See Question 4 below for a more detailed explanation.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.
OBJECT BUT REMAIN IN THE SETTLEMENT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	The November 18, 2005 Hearing is open to the public. To speak in Court in support of any objection you may have filed, you will need to give advance written notice to the Court and the parties.
DO NOTHING	Get no payment. Give up any rights you may have.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of the Aerosonic Securities Class Action still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved and claims are processed. Please be patient.
- Further information regarding this settlement may be obtained by contacting one of Plaintiffs’ Lead Counsel: Merrill G. Davidoff or Lane L. Vines, Berger & Montague, P.C., 1622 Locust Street, Phila., PA 19103-6365, Telephone: 800-424-6690 or 215-875-3000.

QUESTIONS? CALL 1-800-768-8450 TOLL FREE, OR VISIT WWW.HRSCLAIMSADMINISTRATION.COM

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BASIC INFORMATION

1. Why did I get this Notice package?

You or someone in your family may have purchased Aerosonic Corp. common stock between November 13, 1998 and September 24, 2003 (inclusive).

The Court in charge of the Aerosonic Securities Class Action is the United States District Court for the Middle District of Florida and the case is known as *In re Aerosonic Corporation Securities Litigation*, C.A. No. 8:03-CV-2373-T-24 TBM. U.S. District Judge Susan C. Bucklew is the judge hearing the Aerosonic Securities Class Action. The people who sued are called Plaintiffs, and the company, individuals and accounting firm they sued — Aerosonic, J. Mervyn Nabors, Eric J. McCracken, Michael T. Reed, Andrew J. Norstrud and PricewaterhouseCoopers — are called Defendants.

The Court sent you this notice because you have a right to know about a proposed settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and resolves any objections to the settlement submitted by Class Members, as explained below, or appeals, then an administrator appointed by the Court will process the claims received and distribute the payments to Class Members with valid claims. You can track the progress of the settlement by visiting: www.hrsclaimsadministration.com.

You also may have received this Notice if you owned Aerosonic stock as of August 16, 2005. That is because a separate lawsuit known as *Matilda Franzitta, Derivatively on Behalf of Nominal Defendant Aerosonic Corp. v. David A. Baldini, et al.*, C.A. No. 05-02547 (Div. B) (Fla. Cir. Ct., 13th Jud. Dir., Hillsborough Cty., filed Mar. 21, 2005), which this Notice will refer to as the “Aerosonic Derivative Action”, was recently filed alleging that current and former officers and directors of Aerosonic, PricewaterhouseCoopers, and one of PricewaterhouseCoopers’ partners are liable to Aerosonic for alleged damages arising out of the same disclosures that are the subject matter of this case. As part of this settlement, the claims brought in the Aerosonic Derivative Action also would be barred and released. With the exception of the Plaintiffs, the parties in this case also have entered into a separate settlement of the Aerosonic Derivative Action that is described in the separate notice sent herewith. ***Not all Aerosonic shareholders receiving this Notice are eligible to participate in any monetary recovery or in the proposed settlement of the Aerosonic Securities Class Action. Only Aerosonic shareholders who fall within the Class (as defined in this Notice) are eligible to participate in any monetary recovery in the Aerosonic Securities Class Action.***

This package explains the Aerosonic Securities Class Action, the settlement, your legal rights, the benefits that are available, who is eligible for them, and how to obtain them.

2. What is this lawsuit about?

The Aerosonic Securities Class Action claims that Defendants misled investors by misrepresenting the financial results, operations and condition of Aerosonic. In sum, Plaintiffs allege that Aerosonic publicly filed financial statements and other documents with the U.S. Securities and Exchange Commission and issued press releases and other statements that contained false and misleading information about the Company’s financial results and condition. Plaintiffs also allege that Defendants Nabors, McCracken, Reed and Norstrud are responsible for causing Aerosonic to issue those false and misleading statements, and that PricewaterhouseCoopers issued false audit opinions in connection with Aerosonic’s misleading financial statements. The Aerosonic Securities Class Action claims that as a result of these false and misleading statements, the value of Aerosonic common stock was inflated, and that investors who purchased Aerosonic common stock at these inflated prices were damaged. All Defendants deny the allegations and deny that they did anything wrong.

3. Why is this a class action?

In a class action, one or more persons and/or entities called Class Representatives sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are collectively referred to as a Class, or individually, as Class Members. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to settle the Aerosonic Securities Class Action. Plaintiffs have agreed to settle the Aerosonic Securities Class Action based on the facts they have discovered during the litigation, the risks that will be involved in a trial, and their conclusions that the proposed settlement is fair, reasonable and adequate, and serves their best interests. Counsel for Plaintiffs have determined that by settling, Plaintiffs avoid the cost and risks of a trial, while at the

same time providing substantial compensation to the Class. The Class Representatives and the Counsel for the Class believe that the settlement is best for all Class Members. Defendants also have concluded that the settlement is best for themselves.

Lead Plaintiffs and Defendants do not agree regarding the merits of Plaintiffs' allegations with respect to liability or the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail on each claim asserted. The issues on which the parties disagree include: (1) whether Defendants made any false and misleading statements; (2) whether the statements made were false, material or otherwise actionable under the federal securities laws; (3) whether Defendants made the statements with the requisite knowledge; (4) the appropriate economic model for determining the amount by which Aerosonic common stock was allegedly artificially inflated (if at all) during the Class Period; (5) the extent to which the various matters that Lead Plaintiffs alleged were materially false or misleading (if at all) influenced and artificially inflated (if at all) the trading price of Aerosonic common stock at various times during the Class Period; and (6) the extent to which external factors, such as general market conditions, influenced the trading price of Aerosonic common stock at various times during the Class Period.

While Plaintiffs' Counsel were preparing to go to trial, and were confident in the merits of their case, they recognize that a trial is a risky proposition and that Plaintiffs and the Class may not have prevailed on some or all of their claims. In addition, Plaintiffs' Counsel believe that this settlement provides a substantial recovery to the Class, and believe that they may not have obtained a greater recovery even if they had gone to trial. Throughout the settlement negotiations, Defendants continued to deny liability, and denied that Plaintiffs and the Class were damaged, asserting instead that the decline in the price of Aerosonic common stock was attributable to other factors. This dispute regarding damages would be subject to expert testimony, and therefore, it would be impossible to predict with certainty which side's arguments would find favor with the jury. As a result, in a trial, Plaintiffs could have recovered nothing or substantially less than the amount of the settlement. Defendants also denied that a class action would ever be certified by the Court. Further, even assuming that Plaintiffs could have won at trial, any verdict would inevitably be the subject of appeal, and the Class' recovery would have remained uncertain and been further delayed. In this case, even if Plaintiffs had won a verdict greater than the settlement at trial, and that verdict had withstood Defendants' challenge on appeal, Plaintiffs may not have been able to collect the judgment. Defendants also faced risks by going to trial, and concluded the settlement also is in their best interests.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member in the Aerosonic Securities Class Action:

5. How do I know if I am part of the settlement?

Judge Bucklew decided that everyone who fits the following description is a Class Member:

All persons who purchased Aerosonic Corp. common stock on the open market from November 13, 1998 through September 24, 2003 (inclusive) (the "Class Period").

6. Are there exceptions to being included?

Even if you otherwise fall within the definition in paragraph 5 above, you are not a Class Member if you are a Defendant or were an officer or director of Aerosonic during the Class Period. The Class also excludes immediate family members of the Defendants and Defendants' legal representatives, heirs, predecessors, successors, affiliates and assigns and any entity in which any Defendant has or had a controlling interest, or which is a parent or subsidiary of, or is controlled by Aerosonic. Also, if you exclude yourself from the Class, as described below, you will not be a part of the Class.

If one of your mutual funds owns Aerosonic securities, that alone does not make you a Class Member. You are a Class Member only if you purchased Aerosonic common stock. Contact your broker to see if you own or held Aerosonic common stock.

To be a Class Member, you must have purchased Aerosonic common stock during the Class Period.

7. I'm still not sure if I am included.

If you are still not sure whether you are included in the Class, you can ask for free help, by calling 1-800-768-8450 for more information. Or you can fill out and return the claim form attached to this Notice to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

The parties in the Aerosonic Securities Class Action arrived at a proposed settlement of the lawsuit and have signed a Memorandum of Understanding. The parties' agreement, by itself, is not sufficient for the settlement to be official – the proposed settlement requires the Judge's approval. The terms of the proposed settlement are summarized below, and the full settlement terms are contained in a Stipulation and Agreement of Settlement ("Stipulation") dated July 7, 2005. You can obtain a copy of the Stipulation by writing to Plaintiffs' Counsel: Merrill G. Davidoff, Esquire, Berger & Montague, P.C., 1622 Locust Street, Philadelphia, PA 19103, or by visiting www.hrsclaimsadministration.com.

a. What is the Settlement Fund?

The proposed settlement calls for Defendants and/or their insurance company to create a settlement fund in the amount of \$5.35 million in cash. This \$5.35 million has been deposited into an interest bearing account, the "Gross Settlement Fund". It is estimated approximately 3.92 million outstanding shares of Aerosonic common stock were issued and outstanding in September 2003, and were available for purchase. Thus, Class Counsel estimate that the \$5.35 million recovery represents an average recovery of \$0.98 per share. This average recovery is only an estimate and can vary as explained below. The calculated gross recovery is estimated to be \$0.31 for each dollar of losses, and a net recovery of \$0.22 for each dollar of losses, after deducting estimated fees and costs. This average recovery is only an estimate and can vary as explained below.

In addition, Class Members may be eligible to receive a distribution of additional monies from a "Fair Fund" that has been created by the Securities and Exchange Commission ("SEC") through a separate settlement that the SEC has reached with defendant Nabors in litigation arising from some of the same alleged misconduct at issue in this case. Any distribution from that Fair Fund would be in addition to any distribution from the Gross Settlement Fund. The total amount available for distribution from the Fair Fund is estimated to be \$260,200.

Subject to the Court's approval, a portion of the Gross Settlement Fund also will be used to pay Plaintiffs' attorneys' fees, reasonable litigation expenses and an award of expenses to one of the Lead Plaintiffs. See Question 16 below for a more detailed explanation. A portion of the Gross Settlement Fund will also be used to pay taxes due on interest earned by the Gross Settlement Fund, and any notice and claims administration expenses permitted by the Court or the Stipulation. After the foregoing deductions from the Gross Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members who submit timely and valid proof of claim forms.

b. What can you expect to receive under the proposed settlement?

Your share of the Net Settlement Fund will depend on: (1) the number of claims filed; (2) when during the Class Period you purchased your Aerosonic common stock; (3) whether you sold your Aerosonic common stock during the Class Period, or held your Aerosonic common stock past the end of the Class Period; (4) the amount of administrative costs, including the costs of notice; and (5) the amount awarded by the Court for attorneys' fees, costs and expenses and the reimbursement of costs and expenses to the Lead Plaintiffs.

By following the Plan of Allocation at the end of this Notice, you can calculate your "Recognized Claim." The Claims Administrator will distribute the Net Settlement Fund, according to the Plan of Allocation, after the deadline for submission of Proof of Claim and Release forms has passed and all claims have been processed.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

9. How can I get a payment?

To qualify for payment, you must send in a Proof of Claim and Release form. This claim form is attached to this Notice. You may also obtain a claim form on the Internet at www.hrsclaimsadministration.com. Read the instructions carefully, fill out the form, sign it in the two locations indicated, include all the documents the form asks for and mail the claim form and documentation postmarked no later than December 31, 2005 to:

Claims Administrator
Aerosonic Corporation Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 58249
Philadelphia, PA 19102-8249

The Claims Administrator will process your claim and advise you if you are an "Authorized Claimant" – meaning that your claim satisfies the requirements approved by the Court.

10. When would I receive my payment?

The Court will hold a Hearing on November 18, 2005, to decide whether to approve the Settlement (the “Hearing” or “Settlement Fairness Hearing”). Even if Judge Bucklew approves the Settlement, there may be appeals that would delay the implementation of the Settlement. It’s always uncertain when these appeals can be resolved, and resolving them can take time, perhaps more than a year. After the approval, and the resolution of any appeals, the Claims Administrator must process all of the claim forms. Everyone who sends in a claim form will be informed of the approval or disapproval of their claim. Please be patient. You can also track the progress of the settlement by visiting: www.hrsclaimsadministration.com.

11. What am I giving up to receive a payment or stay in the Class?

Unless you exclude yourself, you will remain in the Class. That means that if the settlement is approved, you and all Class Members will release (can’t sue, continue to sue, or be part of any other lawsuit) all “Released Claims” against Defendants and the “Released Persons”. It also means that all of the Court’s orders will apply to you and legally bind you. Please see the definitions of all of the terms that are in quotations below. If you sign the claim form, you are agreeing to a “Release of Claims,” attached to the claim form, which describes exactly the legal claims that you give up if you receive settlement benefits.

“Released Persons” means the Defendants and, past or present, Defendants’ affiliates, subsidiaries, representatives, shareholders, creditors, partners, principals, officers, directors, employees, insurers, reinsurers, professional advisors, attorneys (including, without limitation, Defendants’ Counsel as defined in paragraph 1.8 of the Stipulation), agents, and successors in interest, including but not limited to a trustee appointed in a chapter 7 or 11 proceeding, a receiver, an assignee for the benefit of creditors, or any similar successor.

“Released Claims” means any and all claims, demands, rights, causes of action or liabilities, of every nature and description whatsoever, whether based in law or equity, on federal, state, local, statutory or common law, or any other law, rule or regulation, including both known claims and unknown claims that have been or could have been asserted in any forum by the Class Members, or any of them, or the successors or assigns of any of them, whether directly, indirectly, derivatively, representatively or in any other capacity, against any of the Released Persons, which arise out of, or relate in any way, directly or indirectly: (i) to the allegations, transactions, facts, events, matters, occurrences, acts, representations or omissions involved, set forth, referred to, or that could have been asserted in this Action, including without limitation, claims for negligence, gross negligence, breach of duty of care, breach of duty of loyalty, breach of duty of candor, fraud, negligent misrepresentation, and breach of fiduciary duty arising out of, based upon or related in any way to the purchase, acquisition, sale, distribution or holding of Aerosonic common stock by any Class Member during the period November 13, 1998 through December 31, 2004; or (ii) this settlement. Moreover, the Released Claims include, but is not limited to, any and all claims asserted in the litigation captioned, *Matilda Franzitta, Derivatively on Behalf of Nominal Defendant Aerosonic Corp. v. David A. Baldini, et al.*, C.A. No. 05-02547 (Div. B) (Fla. Cir. Ct, 13th Jud. Cir., Hillsborough Cty., filed Mar. 21, 2005).

Also, Lead Plaintiffs and all Class Members on behalf of themselves, their current and former heirs, executors, administrators, successors, attorneys, insurers and assigns, expressly covenant not to assert any claim or action against any of the Defendants directly, indirectly or derivatively on behalf of Aerosonic Corporation that (i) arises out of or relates to any of the acts, omissions, misrepresentations, facts, events, matters, transactions or occurrences referred to in the Action or otherwise alleged, asserted or contended in the Action or (ii) that could have been alleged, asserted or contended in any forum by the Class Members or any of them against any of the Released Persons which arise out of, relate to, or are based upon allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint, and shall forever be enjoined from commencing, instituting or prosecuting any such claim.

As part of the settlement, all claims between the Defendants arising out of, relating to, or based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint also will be released. That means that no such claims could thereafter be asserted even in a derivative action brought by an individual on purported behalf of Aerosonic. Those claims will be barred if the settlement is approved even if you exclude yourself from the Class (as described below).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a payment from this settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in the Aerosonic Securities Class Action, then you must take steps to get out of the Settlement. This is called excluding yourself—or is sometimes referred to as opting out of the Class.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *In re Aerosonic Corporation Securities Litigation*, C.A. No. 8:03-CV-2373-T-24 TBM. Be sure to include your name, address, telephone number, and your signature, along with your purchases or sales in Aerosonic common stock in the Class Period in order to indicate your membership in the Class. You must mail your exclusion request so that it is received no later than November 4, 2005 to:

Claims Administrator
Aerosonic Corporation Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 58249
Philadelphia, PA 19102-8249

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit, other than losing the ability to bring or continue prosecuting a derivative claim on behalf of Aerosonic, which will be released and barred through this settlement.

13. If I do not exclude myself, can I sue Defendants for the same thing later?

Unless you exclude yourself, you give up any right to sue Defendants for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is November 4, 2005.

14. If I exclude myself, can I receive money from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court approved the law firm of Berger & Montague, P.C. to represent the Class Members. In addition, the law firm of Johnson, Pope, Boker, Ruppel & Burns, LLP has been retained to represent Plaintiffs. These lawyers are called Plaintiffs' Counsel or Class Counsel. You will not be charged separately for these lawyers. These lawyers do not represent the plaintiff in the Aerosonic Derivative Action and do not represent any shareholders of Aerosonic who do not fall within the Class definition in paragraph 5 above. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Plaintiffs' Counsel have expended considerable time litigating the Aerosonic Securities Class Action on a contingent fee basis, and have advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Class, they would receive fees and be reimbursed for their expenses from the Settlement Fund, as is customary in this type of litigation. Therefore, Plaintiffs' Counsel will file a motion asking the Court at the Settlement Fairness Hearing (see Question 19 below) to make an award of attorneys' fees in an amount not to exceed 25% of the Gross Settlement Fund and for reimbursement of litigation expenses in an amount estimated not to exceed \$48,000. In addition, Plaintiffs' Counsel will request an award to the Lead Plaintiffs not to exceed \$7,500 for reimbursement of costs and expenses incurred in connection with this litigation. The requested fees and expenses are estimated to be an average of \$0.38 per share. (These averages are estimates based on approximately 3.92 million shares of Aerosonic common stock that were available for purchase in September 2003.) The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Gross Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement, any part of the settlement, the motion for attorneys' fees and cost or the request for reimbursement of costs and expenses for the lead plaintiffs. Also, if you are an Aerosonic shareholder as of August 16, 2005, but are not otherwise a Member of the Class, you have the right to object to the bar order and release only.

17. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can state why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter

stating that you object to the Settlement in *In re Aerosonic Corporation Securities Litigation*, C.A. No. 8:03-CV-2373-T-24 TBM. Be sure to include your name, address, telephone number, your signature, all of your purchases or sales of Aerosonic common stock during the Class Period and all of the reasons for your objection to the settlement. Be sure to mail the objection to the three different places stated below, postmarked no later than November 4, 2005 to:

COURT	CLASS COUNSEL
Clerk of the Court United States District Court Middle District of Florida Sam M. Gibbons U.S. Courthouse 801 North Florida Avenue Tampa, FL 33602	Merrill G. Davidoff, Esquire Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103 -and- Guy M. Burns, Esquire Johnson, Pope, Boker, Ruppel & Burns, LLP 403 East Madison St. Suite 400 Tampa, FL 33602

18. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S SETTLEMENT FAIRNESS HEARING

The Court will hold a Hearing to decide whether to approve the settlement. You may attend and you may ask to speak.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Settlement Fairness Hearing at 1:30 p.m. on November 18, 2005, at the United States District Court for the Middle District of Florida, Sam M. Gibbons U.S. Courthouse 801 North Florida Avenue, Courtroom 14A, Tampa, FL 33602. At this Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Bucklew will listen to people (or their counsel) who have submitted a written objection and who have submitted a separate written indication of their intent to appear and speak at the Hearing, post-marked no later than November 4, 2005, and mailed to the three different places listed in the chart following Question 17 above. The Court may also decide how much to pay Plaintiffs’ Counsel for attorneys’ fees and expenses and how much to award the Lead Plaintiff for reimbursement of cost and expenses. After the Hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the Hearing?

No. Class Counsel will answer any questions Judge Bucklew may have on behalf of Class Members. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend to speak in support of any objection you may have filed, as long as you have followed the instructions set forth in the answer to Question 21 below. Nevertheless, it is not necessary for you or your lawyer to attend or speak at the Hearing.

21. May I speak at the Hearing?

If you have submitted a written objection to the settlement, the motion of Plaintiffs’ Counsel for attorneys’ fees and expenses or the request to make an award to one of the Lead Plaintiffs and follow the instructions set out in response to Questions 17, 19 and 20 above, you (or your counsel) may speak at the Settlement Fairness Hearing in support of your objection. To do so, along with your written objection, you must also send a separate letter saying that it is your “Notice of Intention to Appear in *In re Aerosonic Corporation Securities Litigation*, C.A. No. 8:03-CV-2373-T-24 TBM.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than November 4, 2005, and be sent to the Clerk of the Court and Class Counsel, at the three addresses listed in Question 17. You cannot speak at the Hearing if you exclude yourself, except possibly to address the bar order to which you still would be subject even if you exclude yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not receive any money from this settlement but you will be bound by all judgments entered, whether favorable or unfavorable to the Class. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. How do I obtain more information about the Settlement?

You can: (1) call 1-800-768-8450 toll free; (2) write to Claims Administrator, Aerosonic Corporation Securities Litigation, Heffler, Radetich & Saitta L.L.P., P.O. Box 58249, Philadelphia, PA 19102-8249; or (3) visit the website at www.hrsclaimsadministration.com, where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

UNDERSTANDING YOUR PAYMENT – THE PLAN OF ALLOCATION

1. The Net Settlement Fund will be allocated among the Authorized Claimants in accordance with this “Plan of Allocation.” The amount so allocated to each Authorized Claimant constitutes and is referred to herein as the Authorized Claimant’s “Payable Claim.” The Plan of Allocation is based upon Plaintiffs’ Counsel’s assessment of the merits and the relative strengths and weaknesses, including recoverable damages, of the claims of the members of the Class. In developing this Plan of Allocation, Plaintiffs’ Counsel have considered, among other things, the following:

(a) During the period November 13, 1998 through March 17, 2003 defendants are alleged to have participated in a fraudulent scheme to inflate the price of Aerosonic’s publicly-traded common stock by, among other things, issuing false and misleading statements about the Company’s financial results, operations and condition. As a result of those false statements, the Company’s stock is alleged to have traded at artificially inflated levels. Indeed, during this period, Aerosonic’s stock price more than doubled, reaching an all-time high of \$29.50 on May 16, 2002.

(b) On December 4, 2002, Aerosonic reported that it had transferred the office of President from its Chief Executive Officer/Chairman, defendant Nabors, to the Company’s then Vice-Chairman. On December 16, 2002, Aerosonic further reported the resignations of its two board members, including its Chief Financial Officer, defendant McCracken, and an outside Director who was a member of the Audit Committee. Following these announcements, the Company’s stock price began to drop, from \$19.51 per share on December 16, 2002 to \$13.77 per share on January 21, 2003, a loss of nearly 30%. On January 21, 2003, Aerosonic’s stock price then stabilized, coinciding with the Company’s publicly announced hiring of a Chief Financial Officer. During the rest of January and the month of February 2003, the Company’s stock price continually traded at about \$15 per share.

(c) On March 17, 2003, the Company announced that it had previously overstated revenue and inventory by a total of at least \$3 million during the fiscal years ended January 31, 2001 and 2002, and the fiscal quarters ended April 30, July 31, and October 31, 2002. Upon that announcement, Aerosonic’s stock price dropped from \$15 to \$10.10 per share, thereby losing nearly one-third of its value by the close of the next day’s trading.

(d) On May 22, 2003, Aerosonic confirmed that it had overstated revenues and inventory by some \$3 million over the last three years and further announced that “the Company has thus far identified approximately \$3.2 million of additional changes that should be made to its financial statements.” In addition, the Company announced that defendant Nabors had resigned as Chairman of Aerosonic.

(e) On June 3, 2003, the Company disclosed that the U.S. Securities and Exchange Commission (the “SEC”) had launched a formal investigation into Aerosonic’s accounting.

(f) Aerosonic then delayed filing several requisite financial reports with the SEC, including its Form 10-K for the fiscal year ended January 31, 2003 and Forms 10-Q for the fiscal quarters ended April 30, 2003 and July 31, 2003. On September 25, 2003, the American Stock Exchange (“AMEX”) halted the public trading of the Company’s stock “due to the absence of available current financial information concerning the Company.”

(g) On October 31, 2003, Aerosonic filed its Form 10-K for the fiscal year ended January 31, 2003, in which the Company disclosed that its previously-reported financial results for the fiscal years 1999 through 2003

were materially false and misstated because the Company had violated Generally Accepted Accounting Principles (“GAAP”). The Company disclosed that it had overstated its revenues, earnings, assets and shareholders’ equity by millions of dollars during those years.

2. The Payable Claim will be calculated so that each Authorized Claimant shall receive, on a proportionate basis, that share of the Net Settlement Fund that the Authorized Claimant’s Recognized Loss (as defined below) bears to the total Recognized Losses of all Authorized Claimants, subject to the further provisions of this Plan of Allocation set forth below.

3. An Authorized Claimant’s recognized loss (“Recognized Loss”) is determined by the date(s) the Authorized Claimant purchased or sold Aerosonic’s common stock during the Class Period, as set forth below.

PART 1 - COMPUTING RECOGNIZED LOSSES FOR AEROSONIC STOCK:

(a) Stock Purchased between November 13, 1998 and March 17, 2003, inclusive: For shares of Aerosonic’s Stock that were purchased from November 13, 1998 to March 17, 2003, inclusive, the Recognized Loss is as follows:

(i) For shares retained after the close of business on January 29, 2004, the Recognized Loss is the difference between: (a) the purchase price paid, excluding commissions/fees, and (b) \$8.8695, the mean closing price for the 90 day period following October 31, 2003;

(ii) For shares sold at a loss between November 13, 1998 and January 29, 2004, inclusive, the Recognized Loss is the difference between: (a) the purchase price paid, excluding commissions/fees, and (b) the sales price received, excluding commissions/fees (unless that price is less than \$8.8695, in which case, \$8.8695 will be used as the sales price received); and

(iii) Notwithstanding the above, for shares that were both purchased and sold between November 13, 1998 and December 3, 2002, inclusive, the Recognized Loss is 25% of the difference between: (a) the purchase price paid, excluding commissions/fees, and (b) the sales price received, excluding commissions/fees.

(iv) For shares sold at a profit, the Recognized Loss is zero.

(b) Stock Purchased between March 18, 2003 and September 24, 2003, inclusive: For shares of Aerosonic’s Stock that were purchased from March 18, 2003 to September 24, 2003, inclusive, the Recognized Loss is as follows:

(i) For shares retained after the close of business on January 29, 2004, the Recognized Loss is 25% of the difference between: (a) the purchase price paid, excluding commissions/fees, and (b) \$8.8695, the mean closing price for the 90 day period following October 31, 2003;

(ii) For shares sold at a loss between March 18, 2003 and January 29, 2004, inclusive, the Recognized Loss is 25% of the difference between: (a) the purchase price paid, excluding commissions/fees, and (b) the sales price received, excluding commissions/fees, (unless that price is less than \$8.8695, in which case, \$8.8695 will be used as the sales price received); and

(iii) For shares sold at a profit, the Recognized Loss is zero.

PART 2- TERMS APPLYING TO COMPUTING RECOGNIZED LOSSES FOR AEROSONIC COMMON STOCK:

(a) For purposes of determining which shares of Aerosonic’s common stock purchased during the Class Period either were sold at any time during the Class Period or were retained past January 29, 2004, purchases and sales of Aerosonic’s Stock are matched, on a “first-in, first-out” (“FIFO”) basis, by matching the first shares sold against any closing position of shares held as of November 12, 1998 (prior to the start of the Class Period) and then on a FIFO basis against any additional shares of Aerosonic common stock purchased during the Class Period on the basis of the assumption that the first share purchased was the first share sold. The matching under FIFO will be applied to your Aerosonic common stock irrespective of the different accounts in which that common stock was purchased and sold unless the title or ownership of the accounts differed.

(b) The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” date.

(c) The restrictions on computing Recognized Losses set out in the 3 bullet points below apply to all claims. As a practical matter, however, they apply primarily to certain transactions engaged in by sophisticated traders or certain corporate or institutional Claimants:

- “Short” sales shall not be recognized for any amount of loss on the cover or purchase transaction, and no Recognized Loss will be computed for any such covering purchase transaction.
- No Recognized Loss will be computed for any transactions in Aerosonic common stock engaged in by market makers as that term is defined in the federal securities laws.
- No Recognized Loss will be computed for that portion of the purchase price of any shares of Aerosonic common stock not acquired on the open market and at prices above the market prices on the day(s) of such transactions (for example, as part of an exchange for patent, investment or manufacturing rights, or other non-cash consideration).

4. In the interest of economy, no payment will be made to any Authorized Claimant whose Payable Claim would be less than \$10 based on the initial allocation of the Net Settlement Fund to the Authorized Claimants.

5. If you inherited or received a gift of Aerosonic common stock during the Class Period, that inheritance or gift is not considered a purchase of Aerosonic common stock unless your ancestor or donor was the actual purchaser of Aerosonic common stock during the Class Period. You, as a recipient of a gift or inheritance, and the original purchaser may not both file a claim with regard to the same shares of Aerosonic common stock. If both you and the donor (or you and your ancestor’s estate) make such a claim, only the claim filed by the recipient (or heir) will be honored.

6. Shares “transferred into”, “delivered into” or “received into” the Claimant’s account shall NOT be considered as purchased shares unless the Claimant submits documents supporting that the original purchase of the shares occurred during the Class Period. Also, shares purchased and subsequently “transferred out” or “delivered out” of Claimant’s account will NOT be considered part of Claimant’s claim, as the right to file for those shares belongs to the person or party receiving the shares.

7. Nothing in this Plan of Allocation represents an admission by any of the Defendants that there is liability or damage of any kind as a result of the allegations in the Complaint or that the dollar amounts set forth in this Plan of Allocation reflect actual or potential damages to the Class.

8. Payment in the manner set forth above will be deemed conclusive compliance with the Stipulation against all Authorized Claimants. All Class Members who fail to submit valid and timely Proofs of Claim will be barred from participating in the distribution of the Net Settlement Fund but otherwise will be bound by all of the terms of the Stipulation, including the terms of any final orders or judgments entered and the releases given to Defendants and others.

9. No Authorized Claimant shall have any claim against Plaintiffs, Plaintiffs’ Counsel or the Claims Administrator, Defendants, or Defendants Counsel, or any other agent designated by Plaintiffs’ Counsel based on the distributions made substantially in accordance with the Stipulation, the Plan of Allocation, and further orders of Court. In addition, in the interest of achieving substantial justice, Plaintiffs’ Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim filed.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased Aerosonic common stock during the Class Period as nominee for a beneficial owner, then within ten (10) days after you receive this Notice, you must either: (a) send a copy of this Notice and the accompanying Proof of Claim and Release form by first-class mail to all such beneficial owners; or (b) provide a list, electronically if possible, of the names and addresses of such beneficial owners to the Claims Administrator:

Claims Administrator
Aerosonic Corporation Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 58249
Philadelphia, PA 19102-8249

If you chose option (a) above, you may request enough forms from the Claims Administrator (at no charge) to complete your mailing. You may seek reimbursement of your reasonable expenses actually incurred in complying with these directives, subject to approval of Plaintiffs’ Counsel or the Court. All communications concerning this matter should be addressed to the Claims Administrator.

INQUIRIES

All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Class Members should be directed to:

**Claims Administrator
Aerosonic Corporation Securities Litigation
Heffler, Radetich & Saitta L.L.P.
P.O. Box 58249
Philadelphia, PA 19102-8249
(800) 768-8450
www.hrsclaimsadministration.com**

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

DATED: August 9, 2005

BY ORDER OF THE DISTRICT COURT:
SUSAN C. BUCKLEW, JUDGE

**UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE AEROSONIC CORPORATION SECURITIES LITIGATION	X : : X	C.A. NO. 8:03-CV-2373-T-24 TBM
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PROOF OF CLAIM AND RELEASE FORM

I. GENERAL INSTRUCTIONS

1. To recover on your claims in the above-captioned action (the "Action"), you must complete and, on pages 17 and 18 hereof, sign this Proof of Claim and Release and Substitute Form W-9. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, POSTMARKED ON OR BEFORE DECEMBER 31, 2005 ADDRESSED AS FOLLOWS:

Claims Administrator
Aerosonic Corporation Securities Litigation
Heffler Radetich & Saitta L.L.P.
P.O. Box 58249
Philadelphia, PA 19102-8249

2. If you fail to timely file a properly addressed Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Action.

3. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement in the Action.

4. If you are NOT a member of the Class (as defined below) DO NOT submit a Proof of Claim and Release.

5. If you are a member of the Class and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. CLAIMANT IDENTIFICATION

1. If you purchased the common stock of Aerosonic Corporation ("Aerosonic") during the period from November 13, 1998 through September 24, 2003, inclusive (the "Class Period") and held the certificate(s) in your name, you are the beneficial owner as well as the record owner. If, however, you purchased Aerosonic common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the record owner.

2. Use Part 1 of this form entitled "Claimant Identification" to identify each record owner, if different from the beneficial owner of Aerosonic common stock which forms the basis of this claim. THIS PROOF OF CLAIM AND RELEASE MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER OR OWNERS, OR THE LEGAL REPRESENTATIVE OF SUCH BENEFICIAL OWNER OR OWNERS OF THE AEROSONIC COMMON STOCK UPON WHICH THE CLAIM IS BASED.

3. All joint beneficial owners must sign this Proof of Claim and Release. Executors, administrators, guardians, conservators and trustees must complete and sign this Proof of Claim and Release on behalf of persons represented by them and documentation evidencing their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or Employer Identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. PROOF OF CLAIM FORM

1. If you purchased shares of Aerosonic common stock during the Class Period, you should complete Part 2 of this form entitled "Schedule of Transactions in Aerosonic Common Stock." In completing Part 2, you should list required details of your transaction(s) in Aerosonic common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide the requested information with respect to all of your purchases and all of your sales of Aerosonic common stock which took place at any time during the Class Period, whether such transactions resulted in a profit or a loss. You must also supply the number of shares of Aerosonic common stock held as of the beginning of trading on November 13, 1998 and the end of trading on January 29, 2004. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Class Period separately and in chronological order, beginning with the earliest. You must accurately provide the month, day, and year of the trade date of each transaction you list.

4. If you acquired or disposed of your Aerosonic common stock in a transaction other than through an open market transaction, you should supply any additional documentation that supports your claim regarding the number or amount of the Aerosonic common stock acquired or disposed of and the value of the consideration paid or received in the transaction you list.

5. The date of covering a "short sale" is deemed to be the date of purchase of Aerosonic common stock. The date of a "short sale" is deemed to be the date of sale of Aerosonic common stock. "Short sales" will not be recognized for any amount of loss on the cover or purchase transaction, and no Recognized Loss will be computed for any such covering purchase transaction.

6. Copies of brokers' confirmations or other documentation of your transactions in Aerosonic common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. Do not attach originals.

7. Aerosonic common stock "transferred into", "delivered into" or "received into" the Claimant's account will NOT be considered as purchased Aerosonic common stock unless the Claimant submits documents supporting that the original purchase of the Aerosonic common stock occurred during the Class Period. Also, Aerosonic common stock purchased and subsequently "transferred out" or "delivered out" of Claimant's account will NOT be considered part of Claimant's claim, as the right to file for that Aerosonic common stock belongs to the person receiving the Aerosonic common stock.

8. The information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and the Claimant agrees to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information.)

UNITED STATES DISTRICT COURT - MIDDLE DISTRICT OF FLORIDA

In re Aerosonic Corp. Securities Litigation, C.A. No. 8:03-CV-2373-T-24 TBM (M.D. Fla.)

PROOF OF CLAIM

Must be Postmarked No Later Than December 31, 2005

Please Type or Print

PART 1: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

[Grid for Beneficial Owner's Name]

Joint Beneficial Owner's Name (First, Middle, Last)

[Grid for Joint Beneficial Owner's Name]

If you are a bank or other institution filing a claim on behalf of a third-party, and an account number is needed to identify the claimant for your records, indicate account number here:

[Grid for Account Number]

Address:

[Grid for Address]

Address:

[Grid for Address]

City:

[Grid for City]

State:

[Grid for State]

Zip Code:

[Grid for Zip Code]

[Grid for Zip Code]

Country:

[Grid for Country]

E-Mail Address:

[Grid for E-Mail Address]

[Grid for Area Code and Telephone No. (Day)]

Area Code Telephone No. (Day)

[Grid for Area Code and Telephone No. (Evening)]

Area Code Telephone No. (Evening)

Social Security Number: (for individuals)

[Grid for Social Security Number]

OR

Employer Identification Number: (for estates, trusts, corporations, etc.)

[Grid for Employer Identification Number]

Check one:

Individual

Joint

Trust

Corporation

IRA

Other (specify) _____

Record Owner's Name (if different from beneficial owner listed above)

[Grid for Record Owner's Name]

PART 2: SCHEDULE OF TRANSACTIONS IN AEROSONIC COMMON STOCK

A. Number of Shares of Aerosonic Common Stock Held at the Beginning of Trading on November 13, 1998:

_____.

B. Purchases of Aerosonic Common Stock from November 13, 1998 through September 24, 2003 (inclusive):

Trade Date (Month/Day/Year)	Number of Shares Purchased	Price Per Share	Total Cost (Excl. Commissions/Fees)
[Grid]	[Grid]	\$ [Grid]. [Grid]	\$ [Grid]. [Grid]
[Grid]	[Grid]	\$ [Grid]. [Grid]	\$ [Grid]. [Grid]
[Grid]	[Grid]	\$ [Grid]. [Grid]	\$ [Grid]. [Grid]
[Grid]	[Grid]	\$ [Grid]. [Grid]	\$ [Grid]. [Grid]
[Grid]	[Grid]	\$ [Grid]. [Grid]	\$ [Grid]. [Grid]
[Grid]	[Grid]	\$ [Grid]. [Grid]	\$ [Grid]. [Grid]

C. Total Shares of Common Stock Purchased during the Class Period:_____.

D. Total Shares of Common Stock Purchased from September 25, 2003 through January 29, 2004 (inclusive):

_____.

E. Sales of Aerosonic Common Stock from November 13, 1998 through January 29, 2004 (inclusive):

Trade Date (Month/Day/Year)	Number of Shares Sold	Price Per Share	Total Cost (Excl. Commissions/Fees)
- -		\$.	\$.
- -		\$.	\$.
- -		\$.	\$.
- -		\$.	\$.
- -		\$.	\$.
- -		\$.	\$.

F. Total Shares of Common Stock Sold from November 13, 1998 through January 29, 2004 (inclusive): _____.

G. Number of Shares of Aerosonic Common Stock Held at the End of Trading on January 29, 2004 (i.e. shares in A + C + D - F): _____.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page. If you have a transaction that did not take place on the open market, then be sure to include any additional documents supporting your claim and the consideration paid or received in any such transaction.

YOU MUST READ AND SIGN THE RELEASE BELOW.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I/We submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement described in the Notice of Pendency and Settlement of Class Action. I/We understand and agree that the terms used herein have the meanings defined in the Notice and the Stipulation. I/We also submit to the jurisdiction of the United States District Court for the Middle District of Florida with respect to my/our claim as a Class Member and for purposes of enforcing the release set forth herein. I/We further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I/We agree to furnish additional information to the Claims Administrator to support this claim if required to do so. I/We have not submitted any other claim covering the same purchases of Aerosonic common stock during the Class Period and know of no other person having done so on my/our behalf. If this Proof of Claim and Release is submitted on behalf of a corporation, trust or partnership, or other entity, I am (we are) authorized to sign on behalf of such entity.

V. RELEASE AND COVENANT NOT TO SUE

1. I/We, on my/our own behalf and on behalf of my/our heirs, executors, administrators, successors and assigns, and any persons they represent, hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge the Released Persons from all Released Claims and any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action against the Released Persons (including Unknown Claims). I/We understand and agree that I/we and my/our heirs, executors, administrators, successors and assigns, and any persons they represent, are forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any claim or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum of any kind, any Released Claim against any Released Person and any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action against the Released Persons (including Unknown Claims), except claims to enforce any terms of the Stipulation.

2. I/We, on my/our own behalf and on behalf of my/our heirs, executors, administrators, successors and assigns, and any persons they represent, hereby expressly covenant to refrain from instituting, commencing or prosecuting, whether directly, indirectly, derivatively (on behalf of Aerosonic or otherwise), representatively, or in any other capacity, any claim or action against any of the Released Persons that (i) arises out of or relates to any of the acts, omissions, misrepresentations, facts, events, matters, transactions or occurrences referred to in the Action or otherwise alleged, asserted or contended in the Action or (ii) that could have been alleged, asserted or contended in any forum by the Class Members or any of them against any of the Released Parties which arise out of, relate to, or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint, and shall forever be enjoined from commencing, instituting or prosecuting any such claim. I/we understand and agree that I/we and my/our heirs, executors, administrators, successors and assigns, and any persons they represent, are forever barred and enjoined from commencing, instituting, or prosecuting any such claim.

3. With respect to any of the Released Claims, I/we agree that upon the Effective Date, I/we shall have expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

GENERAL RELEASE—CLAIMS EXTINGUISHED.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I acknowledge that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement of which this release is a part.

4. This release and covenant not to sue shall be of no force or effect unless and until the Court approves the Stipulation and Agreement of Settlement (“Stipulation”) and the Stipulation becomes effective on the Effective Date. This release and covenant not to sue shall be in addition to and not in derogation of the release set forth in the Stipulation and effectuated by the Stipulation and Order and Final Judgment.

5. I/We hereby warrant and represent that I/we have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I/We hereby declare and warrant, under penalty of perjury under the laws of the United States of America, that I/we have included information about all of my/our transactions in Aerosonic common stock that occurred during the Class Period: (i) the number of shares of Aerosonic common stock owned by me/us (or the corporation, partnership, trust or other entity on whose behalf this claim has been filed) at the beginning of trading on November 13, 1998; (ii) the number of shares of Aerosonic common stock purchased and/or sold during the Class Period, as well as shares sold after the Class Period through January 29, 2004; (iii) the number of shares of Aerosonic common stock held at the close of trading on January 29, 2004; (iv) if this claim is submitted on behalf of a corporation, partnership, trust or other entity, that I/we are authorized to file this claim on behalf of such entity; and (v) that the foregoing information is true and correct.

Dated: _____

Signature of Claimant

(Type or print your name here)

(Signature of Joint Claimant, if any)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*, Beneficial Purchaser(s), Executor, Administrator, Trustee, Corporate Title, etc.)

SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number (TIN) and Certification

PART 1

Name:

Check appropriate box: Individual/Sole Proprietor Pension Plan Corporation Partnership
 Trust IRA Other (specify) _____

Enter your Taxpayer Identification Number ("TIN") in the appropriate space. For individuals, this is your social security number ("SSN"). For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN"). For other entities, it is your EIN.

Social Security Number: -- OR Employer Identification Number: -

PART 2

CERTIFICATION

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT:

The number shown on this form is my/our correct Taxpayer Identification Number; and I (we) certify that I am (we are) **NOT** subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the IRS that you are subject to backup withholding, you must cross out the word "**NOT**" above and check here ____.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

NOTE: If you require instructions for completing Substitute Form W-9, please make a written request to us at Claims Administrator, Aerosonic Corporation Securities Litigation, Heffler, Radetich & Saitta L.L.P., P.O. Box 58249, Philadelphia, PA 19102-8249. Please note that your accountant should also be able to provide you with these instructions.

I/We declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, 2005 in _____, _____.

Signature of Person whose name appears above or its Representative

(Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial Purchaser(s), Executor, Administrator, Trustee, Corporate Title, etc.)

**ACCURATE CLAIMS PROCESSING
TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the Release on page 17 and W-9 Certification on page 18.
2. Remember to attach copies of supporting documentation.
3. Do not send original or copies of stock certificates.
4. Keep a copy of your Proof of Claim form for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim form, please send it via Certified Mail, Return Receipt Requested.
6. If you move after submitting your Proof of Claim form, please send your new address to the Claims Administrator.

Claims Administrator
Aerosonic Corporation Securities Litigation
Heffler Radetich & Saitta L.L.P.
P.O. Box 58249
Philadelphia, PA 19102-8249